

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Anita Miranda aka Anita Soler

Debtor

CHAPTER 13

Nationstar Mortgage LLC d/b/a Mr. Cooper

Movant

NO. 19-14609 MDC

vs.

Anita Miranda aka Anita Soler

Debtor

11 U.S.C. Section 362

William C. Miller, Esquire

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$452.49**, which breaks down as follows;

Post-Petition Payments: July 2021 at \$1,155.16
Suspense Balance: (\$702.67)
Total Post-Petition Arrears \$452.49

2. The Debtor shall cure said arrearages in the following manner:
a) On or before July 31, 2021, Debtor(s) shall tender the remainder of July 2021's payment of **\$452.49**.
b) Beginning on August 1, 2021, maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the

Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The undersigned seeks court approval of this stipulation.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: July 13, 2021

By: /s/ Rebecca A. Solarz, Esquire
Attorney for Movant

Date: July 19, 2021

/s/ David M. Offen, Esquire
David M. Offen, Esquire
Attorney for Debtor

Date: July 21, 2021

/s/ Jack Miller, Esquire, for*

William C. Miller, Esquire
Chapter 13 Trustee

**No objection to its
terms, without
prejudice to any of our
rights and remedies*

Approved by the Court this _____ day of _____, 2021. However, the court
retains discretion regarding entry of any further order.

Bankruptcy Judge
Ashely M. Chan